

Research Article

# Legal Regulations of Public Performance Contract to Protect Jordanian Author's Copyrights and the Related Rights

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**Abstract:** The study undertook a detailed examination of the legal regime applicable to public performance contracts, with particular attention to their legal nature, governing rules, and essential components in order to determine the corresponding rights and duties of the parties involved. It further explored the legal outcomes associated with such contracts, including the effects of termination, the importance of confining the agreement to a specified time frame, and the necessity of executing it in written form. The research followed a descriptive–analytical method, whereby relevant statutory provisions and recognised legal sources were critically assessed to develop a more accurate interpretation of the applicable legal framework. The findings demonstrate a notable deficiency within the Jordanian legislative system. The Jordanian legislator has not established dedicated legal provisions to regulate public performance contracts in line with their particular characteristics. Instead, the current approach depends on general principles of contract law, which are inadequate for addressing the intricate legal and economic aspects of this contemporary contractual structure. This lack of specific regulation gives rise to uncertainty in relation to the definition of rights, the extent of contractual obligations, and the procedures governing dispute resolution. The study ultimately asserts that comprehensive legislative reform is essential to achieve legal certainty, ensure adequate protection for authors and performers, and reinforce the cultural and economic significance of public performance contracts.

**Keywords:** Performers; Public Performance; Public Performance Contract; Related Rights.

## 1. Introduction

Authors possess an exclusive entitlement to commercially utilise their creations through any lawful financial avenue, and such prerogative cannot be exercised by third parties without prior authorisation. They retain the authority to make their works accessible to the public, whether directly or through intermediaries, and may grant permission to others to exercise this entitlement either in full or in part. Within this context, the public performance contract functions as a primary legal instrument through which the right of public performance is formally assigned in written form, with explicit delineation of its scope, objective, geographical application, and temporal limits.

In addition to its contractual and proprietary character, the legal governance of public performance contracts extends into wider dimensions of human security. Ensuring the protection of authors' economic interests plays a crucial role in maintaining their income stability and professional sustainability, thereby strengthening economic security within cultural and creative industries. Furthermore, regulating public performance facilitates the structured circulation of artistic and literary outputs, which is integral to cultural security and the safeguarding of cultural plurality. By providing a legal framework for the dissemination of works to the public, such arrangements also advance the exercise of cultural expression as a fundamental freedom. Accordingly, this study investigates the legal regulation of public performance contracts with reference to their scope, location, purpose, duration, and contractual constraints, while simultaneously positioning this regulatory framework within a broader perspective that recognises its significance for economic protection, cultural preservation, and the overarching concept of human security.

### 1.1 Statement of the Problem

The study addresses the regulation of public performance contracts from both legal and applied perspectives, an area that has not been expressly governed by the Jordanian legislator within the framework of the law on the protection of authors and related rights, particularly in relation to the operative rights arising from such contracts. The practical implementation of these contracts gives rise to a set of critical issues that

form the core problem of the study, articulated through the following questions:

1. What rights are capable of being transferred under a public performance contract?
2. What forms can public performance contracts assume?
3. What conditions must be satisfied for the validity of the contract?
4. What are the respective rights and obligations of the author and the contracting party?
5. How may the legal nature of the public performance contract be characterised?

### 1.2 Significance of the Study

From a theoretical standpoint, the importance of the study resides in its detailed examination of the legal framework governing public performance contracts, including their classifications, governing conditions, associated obligations, and the rights attributed to impresarios and organisers of public performances, as well as the legal effects arising from such agreements. From a practical standpoint, its value is reflected in clarifying the fundamental components of the contract, its regulatory structure, and its juridical character. In addition, rights relating to public performance licensing have emerged as a significant revenue stream, driven by the widespread public demand for this form of creative output.

### 1.3 Study Objectives

In light of the issues identified, this study aims to systematically examine public performance contracts by establishing their definition, legal framework, and juridical character, as well as identifying their various forms, conditions, and structural elements. It further seeks to analyse the function of such contracts in safeguarding the interests of authors, impresarios, and performance contractors, while ensuring the integrity of performances with respect to duration, location, contractual scope, and substantive content.

## 1.4 Study Methodology

The study employed a descriptive–analytical methodology, through which the constituent elements of the contract, its legal nature, governing conditions, and interpretative dimensions were systematically examined. This approach involved a critical analysis of relevant legal provisions in order to derive findings and propose solutions addressing the deficiencies associated with this category of contract.

## 1.5 Study Limitation

The scope of the study is restricted to its subject matter, namely the legal regulation of public performance contracts within the framework of Jordanian legislation on the protection of authors and related rights. It specifically examines the rules and provisions applied by Jordanian legal authorities in governing such contracts. In addition, the study addresses the protection of authors and related rights under Jordanian Law No. 22 of 1992, as amended.

## 2. Literature Review

A number of earlier legal studies have addressed the author's entitlement to exploit their work through public performance, as reflected in the following contributions:

The work of (Lutfi, 1992) [1] presented a comparative analysis between Egyptian performance rights and French musical works; however, it did not address the regulation of public performance contracts. In the M.A. thesis by (Masaudi, 2016) [2], the focus was placed on the author's economic rights within Algerian and comparative legal systems, yet the regulatory framework of public performance contracts was not examined. (Bani Taha & Masaudi, 2016) [3] analysed the legal protection afforded to performers' rights, but likewise did not consider the regulation of public performance contracts. What differentiates the present study is its comprehensive treatment of public performance contracts from multiple dimensions, with the intention of contributing original insight to the legal literature.

## 3. Study Terminology

- **Related Rights:** These refer to the entitlements granted to individuals or entities that contribute to the dissemination or realisation of literary, artistic, and derivative works, as their activities are dependent upon the original author's rights. Such rights possess both substantive and formal characteristics and are grounded in creative or technical input that is communicated to the public through artistic or performative means. Under the Rome Convention, they extend to performers and producers of phonograms. These rights are further protected under international treaties as well as national legal systems.
- **Performing Artists:** These include actors, musicians, dancers, and other individuals who sing, perform music, or interpret literary, artistic, or folkloric works before an audience, whether on stage or through similar platforms.
- **Public Performance:** Any act, whether direct or indirect, that establishes a communicative link between the work and the public, enabling its perception beyond private use.
- **Public Communication (Public Transfer):** The transmission of a work or recording through digital networks, telecommunications, or any comparable technology that enables members of the public to access the work at a time and place individually chosen by them.
- **Fixation:** The incorporation of sounds or performances into a material or technical medium through which they may be perceived, reproduced, or communicated using appropriate devices.
- **Sound Recording:** The fixation of sounds constituting a performance or other audio content, distinct from audio-visual works such as theatrical or visual productions.
- **Sound Recording Producer:** A natural or legal person who assumes responsibility for initiating and bearing the risk of the first fixation of sounds constituting a performance or other audio recordings.
- **Broadcasting or Television Transmission:** The communication to the public of images, sounds, or both, whether encrypted or unencrypted, via telecommunication networks, satellite systems, or other digital means, in a manner that makes them accessible with the consent of the broadcasting organisation.
- **Broadcasting and Television Organisations:** Entities responsible for transmitting sounds, images, or both to the public through telecommunication or digital broadcasting systems.

### 3.1 First Topic: Nature of Public Performance Contract

Public performance constitutes one of the key mechanisms for the exploitation of derivative works. For performers, holders of related rights, and original authors, the dissemination of works to the public is essential for generating financial benefit. Beyond its economic function, public performance also plays a significant role in the transmission of cultural values between societies. Through public performance, knowledge and creative content are communicated in a manner that enables performers to monetise and manage the transfer of rights, typically through contractual arrangements concluded among themselves or with impresarios and public performance organisers. Performers engaged in public presentation are recognised and protected under most international conventions and national legal systems, as they are considered holders of related rights due to their creative and interpretative contribution in performing legally protected original or derivative works. This topic is structured into two main sections:

- The first section addresses the concept and scope of public performance contracts.
- The second section examines the legal nature and classification of public performance contracts.

### 3.2 First Requisite: Concept and Place of Public Performance Contract

The author is entitled to the financial exploitation of their work through various forms of utilisation, including translation, reproduction, licensing, sale, or assignment of rights to others, in addition to public performance and communication of the work to the public, whether directly or indirectly, in whole or in part. This right may be transferred for public performance purposes under contractual arrangements. In such contracts, the scope of the assigned rights must be clearly defined, along with the place, duration, objectives, method of exploitation, and agreed remuneration. The contract is required to be in written form. International conventions governing copyright and related rights provide protection to authors against unauthorised economic exploitation of their works, particularly in relation to transfer and use rights. This section is divided into two parts:

First: The definition of public performance in order to distinguish it from other legal concepts.

Second: The definition of public performance in order to differentiate it from other contractual arrangements.

The first part focuses on defining public performance as a legal concept and distinguishing it from other legal constructs. Certain aspects of copyright are closely interrelated; therefore, most national legislations and international agreements recognise and regulate these rights to ensure adequate protection. These rights are generally classified as intellectual property rights, characterised by their originality and their direct link to creative output, and they cannot be replaced or altered. They extend to works involving performers, translations, publishing entities, and collective works.

## 4. Related Rights

These rights refer to the entitlements granted to individuals who perform or realise literary and artistic works in practice. They are termed "related" rights because of their close association with, and dependence on, the author's original rights [4]. These rights belong to a category of individuals who are not recognised as authors, yet they play a contributory role in the dissemination of works to the public through an organised and creative process [5]. Such rights are not included in authors' rights but still help transfer works to the public as performers. Article (1) of the Lebanese Law on Intellectual and Artistic Property defines related rights as the rights granted to artists and performers, producers of sound recordings, television companies, broadcasting organisations, and publishing houses [6]. Related rights owners mean "the rights given, in many countries, to protect the interests of art performers, photography producers, and broadcasting corporations regarding relevant activities linked to the general use of authors' work, all types of artistic presentations, event transfer, and conveying images and sound to the public." [7]

De Bois refers to holders of related rights as "auxiliaries", on the basis that they assist authors and creators in the practical realisation of their works. Their role facilitates the implementation and dissemination of the author's creation, while remaining distinct from the author's own copyright, as it does not constitute authorship but rather supportive contribution to the exploitation of the work [8]. Most international conventions and national legal frameworks have established provisions recognising holders of related rights and have specified the various categories of such rights, including performers. Accordingly, related rights may be understood as rights that stem from an original work without encroaching upon or violating the author's primary rights. Among the categories identified in international and domestic legal instruments are performers, namely performance artists.

## 4.1 Performance Artists

Before defining performers, it is essential to clarify the concept of public performance.

## 4.2 Public Performance

Article (2) of the Jordanian law on the protection of author and related rights defines the term as "It is any work that directly addresses the public through any means to create a direct relationship between work and the public." [9] "Public performance implies direct conveying of the work to the public in a public place which people can visit, with or without pay. The public performance is determined neither by nature of the place nor meeting because the public place might change into a private one and vice versa, once the public is allowed to enter" [10]. The term public performance implies public action, "performing a work in an open place, or a place with many persons outside the family or social environment." [11] Article 1/11 of the Berne Convention stipulates that:

Authors of dramatic and musical works possess an exclusive right to authorise the public performance of their works by any means of communication or presentation. Following the clarification of public performance, the study proceeds to define the concept of performers.

## 4.3 Public Performers

Article (2) of the Jordanian Law on the Protection of Authors and Related Rights defines performers as actors, singers, dancers, and other individuals who perform on stage, sing, play musical instruments, or present literary, artistic, or folkloric works. [9] The previous definition agrees with both the Rome and World Intellectual Property Organization (WIPO) conventions, which also define performers to be "Actors, singers, dancers...etc." [12,13] The concept of "performers" has been given considerable attention in the legislation of Arab states and other jurisdictions governing the protection of authors and related rights. However, Arab legal systems have adopted a broader scope than that provided in international conventions, largely in response to advancements in modern technology. Their definitions emphasise the protection of creative performance and clearly identify the types of works and categories of performers that fall within the ambit of legal protection.

## 4.4 Second: Public Performance Distinguishing Itself from Other Legal Centres

### 4.4.1 Public Performance Distinguishing Itself from Publishing

Although public performance contracts and publishing contracts share certain common features, particularly in relation to protection and economic exploitation, they remain distinct in terms of their legal nature and specific characteristics. Public performance and performers fall within the category of related rights, alongside the original author or creator of a derivative work. In contrast, publishing is primarily an exclusive right of the original author, relating to the reproduction and dissemination of their work. Furthermore, the mechanisms of public performance differ from those of publishing, as each operates through separate legal and functional frameworks governing the exploitation of the work. Consequently, the forms and legal effects of publishing are not identical to those of public performance, as both are governed by different regulatory considerations and objectives.

### 4.4.2 Public Performance and Translation

They differ in both form and characteristics. Translation is specifically concerned with rendering a work into another language as its sole method of exploitation, whereas public performance may be carried out through multiple forms and varied methods of presentation or communication.

### 4.4.3 Public Performance and Any License to Use the Work

Public performance differs from licensing in that, in the former, performers enter into a contractual agreement to exploit a work through public presentation, which may take various forms such as public recitation, musical execution, dramatic performance, broadcasting of speech or visual content to the public, or the transmission of speech through amplification systems. Licensing, on the other hand, is generally classified into two categories. The first is statutory licensing, under which a person may use a work without obtaining the author's prior permission, provided that such use complies with legal provisions permitting utilisation for personal use, educational purposes, or specific circumstances, often after lawful

acquisition of the work.

The second is compulsory licensing, whereby a competent governmental authority authorises the use of a protected work under conditions prescribed by law. In such cases, the licensee is permitted to exploit the work subject to compliance with statutory requirements and the payment of fair remuneration to the author, following approval from the relevant licensing authority. This may apply to uses such as recording or viewing content on television or computer-based systems. [14] What distinguishes public performance from licensing is that the latter is based on an optional contractual arrangement in which the licensor and licensee mutually agree on the terms governing the exploitation of the work. In such agreements, the contractual conditions—including scope, content, duration, and legal consequences of breach—must be clearly specified. The methods of exploitation, as well as the scope of licensed use, including reproduction, printing, distribution, and other forms of economic utilisation of the work, must also be explicitly defined within the terms of the licence. [15]

### 4.4.4 Performance and Leasing Contracts

Both contracts fall under the legal framework governing copyright and related rights protection. A licensing or lease agreement is concluded between the rights holder (lessor) and the user (lessee), whereby the latter obtains the right to use the original work or its copies for commercial purposes. This typically includes literary and artistic works such as films, computer programs, sound recordings, and video materials. These arrangements are recognised under Article 11 of the TRIPS Agreement, which addresses rental rights in relation to such protected works. [16] Leasing allows the public to benefit from a work for a specified period in exchange for remuneration, after which the work is returned to the lessor, typically the author or rights holder. In contrast, public performance differs from leasing in that it is limited to the live or mediated presentation of works by performers of dramatic, musical, artistic, and audio-visual content, including actors, singers, musicians, dancers, and other individuals who interpret literary or artistic works through performance.

## 4.5 Second Branch: Contract of the Work Intended to be Publicly Performed

The public performance contract facilitates the communication of works to the public, including literary and artistic works, dramatic compositions, musical works, visual arts, and cinematographic productions. The mode of public performance varies according to the nature of the work: literary works are disseminated through public recitation, musical works through live performance, cinematographic works through the right of public exhibition, and theatrical works through stage performance and acting. This section is divided into two parts:

- Pillars of public performance contract.
- Provisions relating to convening and verification.

### 4.5.1 Pillars of Public Performance

Regardless of its form, a public performance contract is generally based on five essential elements: mutual consent, the subject matter of the contract, lawful cause, and remuneration. Consent in such contracts is established through the mutual agreement of offer and acceptance between the parties. The subject matter refers to the literary or artistic work that is intended to be communicated to the public under the agreement. Remuneration represents the financial consideration agreed upon by both parties in exchange for the exploitation of the work. The manner of economic exploitation may vary depending on the specific form of the public performance contract. These elements will be examined as follows:

### 4.5.2 First Pillar: Mutual Consent

The parties to a public performance contract include the author, the author's heirs, other entities entitled to exercise this right, as well as public performance organisers or impresarios. A public performance contract is consensual in nature, as it is concluded through mutual agreement based on offer and acceptance between the contracting parties. However, under Article (13) of the Jordanian Law on the Protection of Copyright and Related Rights, the legislator requires that such contracts be concluded in writing. [17] The Jordanian legislator provides that a public performance contract must clearly specify, in detail, its scope, purpose, duration of exploitation, and place of performance.

Consent may also be exercised by the heirs in the event of the author's death, thereby allowing the transfer or continuation of rights through succession. Where the author is affiliated with an organisation or collective management body responsible for administering copyright, such membership does not restrict the author's ability to independently conclude

agreements with public performance organisers or impresarios. Regarding the requirement of written form, it serves primarily an evidentiary function and does not constitute a condition for the validity of the contract. Accordingly, failure to observe writing does not render the contract void, as it is intended for proof rather than formation.

Mutual consent remains a fundamental requirement for the formation of a public performance contract, requiring agreement between the parties on both essential and detailed terms. Essential elements include the nature of the contract, its subject matter, the specific work to be communicated to the public, the methods of performance, the scope of rights granted or waived, remuneration, duration, territorial scope, and other relevant contractual limitations, whether in whole or in part. Valid consent further requires that both parties possess full legal capacity to contract, and that it is free from defects such as error, coercion, or fraud. In this regard, Article (43) of the Jordanian legislation stipulates that contracting parties must enjoy complete legal capacity without any impairment affecting their consent. [18]

### 4.5.3 Second Pillar: The Work Intended to be Publicly Performed

It is the work intended to be performed, transferred to the public, and agreed upon between contract parties. Generally, this shall be specified in the contract, in addition to the method adopted in signing the contract, its scope, limitations, and how this work will be transferred to the public. The contract shall not include any future things. Article (14) of the law for protecting copyrights and related rights stipulates that future rights cannot be waived. [19]. Public performance of a work covers a wide range of literary and artistic productions, including stage-based literary and dramatic works, musical compositions, fine arts, cinematographic and audio-visual works, and dance performances, as carried out by authors, singers, musicians, dancers, and other performers. Each category of work is communicated to the public in a distinct manner: literary works are disseminated through public recitation, musical works through live performance, visual artworks through exhibition or display rights, and dramatic works through stage acting and theatrical presentation. In addition, such works may be communicated to the public through broadcasting, television transmission, or amplification systems, including their display on screens in public venues, thereby extending access beyond the immediate performance setting.

### 4.5.4 Third Pillar: Financial Compensation (For Author's Copyright)

Financial compensation may take different forms, including a lump-sum payment or a percentage-based share derived from revenues generated through exploitation of the work. Such remuneration is influenced by several factors, including the nature of the public performance, the methods of exploitation, the scope of use, the duration of the contract, and the manner in which the work is communicated to the public. The determination of a lump-sum amount or percentage-based remuneration may be agreed upon by the contracting parties themselves or entrusted to a third party, either prior to or after the conclusion of the contract. The author retains the freedom to agree on either form of compensation, depending on the contractual arrangement. Terms that should be present in the work intended to be transferred, these are the specific terms applicable to any work governed by copyright protection law and related rights, which are as follows:

## 4.6 Objective Conditions

**Innovation:** The subject matter of the contracted work must be original and creative. Innovation is not dependent on prior experience; rather, it is an intellectual effort that reflects the author's individual personality and must not be derived or copied from any pre-existing work. It constitutes a fundamental requirement for the recognition of protection rights, regardless of the nature of the public performance work, its method of execution, or its intended purpose. [20] The protection of innovative works is not subject to any specific restrictions, as creativity may be expressed through any appropriate form, provided that the idea is externalised and attributed to its rightful owner without the imposition of formal conditions or procedural requirements. It is noted that Jordanian legislation previously referred to the concept of deposit in relation to authorship; however, this requirement has been abolished and replaced with a general regime of legal protection.

**Novelty:** In order to qualify for legal protection, the work must be original in the sense that it is new. It should not merely repeat ideas, themes, or general principles that have been previously addressed, but must present a distinguishable element of originality.

**Compliance with Public Order and Morals:** The work must be lawful in nature. Most national legislations, as well as international agreements and conventions, require that creativity and innovation conform to legal standards. Accordingly, works that contravene public order or accepted

moral principles are excluded from protection, particularly given that public performance involves dissemination to the public.

## 4.7 Formal Conditions

The conditions of protection stipulated in the law require that a work move from the realm of abstract thought into tangible, material form. Only then can it be communicated to the public through mechanisms such as public performance or other forms of dissemination. Where the work is of a scientific, literary, or artistic nature, it may be made available through publication. It may also be embodied in a fixed form using technical means, such as computer programs and similar technologies. In the case of drawings, dissemination may occur through public display, while cinematographic works may be presented in the form of films. Accordingly, for a work to fall within the scope of legal protection, it must be expressed in its final form and satisfy the requirement of objectification. The modes of expression vary depending on the nature of the work, whether literary, artistic, or scientific. Article (2) of the Jordanian protection law further provides that a work is protected once it is created in a fixed material form, regardless of the method of expression, thereby affirming the principle of fixation as a condition for protection. [21]

### 4.7.1 Provisions Related to Contract and Verification

Article (13) of the Law on the Protection of Copyright and Related Rights stipulates that the disposal of the financial exploitation rights of a work within a translation contract must be made in writing. [22] Thus, this provision indicates that the contract must be concluded in written form and highlights the following points:

- The author is entitled to transfer the financial exploitation rights of the work through public performance and to enter into contractual agreements with impresarios or public performance organizers, as the author retains ownership of the transferable rights in the work.
- The contract must be in written form: The legislator requires that the transfer of rights be documented in writing; however, this requirement does not constitute a ground for invalidity. Accordingly, the Jordanian legislator has adopted writing as an evidentiary requirement rather than a constitutive condition for contract formation. Its purpose is to clarify the rights and obligations of both parties, as well as to define essential and detailed contractual terms, including the scope of the agreement, in order to ensure legal certainty for both parties. In contrast, Article (17) of the Lebanese Law on the Protection of Literary and Artistic Property explicitly provides that the contract is void in the absence of such a written form. [23].

### 4.7.2 Rules Related to Contracting and Verification

These points are outlined as follows:

- **Prohibition on the Transfer of Future Intellectual Production of the Author**  
Under Article (14), the Jordanian legislator deems void any agreement that involves the transfer of the author's future intellectual creations. Accordingly, any comprehensive or advance assignment covering future works in relation to a public performance contract is considered null and without legal effect. [19]
- **The Public Performance Contract Must not Affect the Author's Moral (Juridical) Rights**  
Articles (12) and (13) of the Jordanian Law on the Protection of Copyright and Related Rights provide that any transfer of the author's moral rights is null and void, as these rights are intrinsically linked to the author's personality and, by their nature, are inalienable and cannot be assigned or waived by any legal means. [24, 17]
- **The Work Agreed Upon to be Performed and Transferred to the Public**  
In a public performance contract, the agreement must clearly specify the subject matter of the work, the work to be communicated to the public, as well as its nature and characteristics, in order to prevent any future disputes between the contracting parties.
- **Work Investment Place**  
Both parties must agree on the place of exploitation and its scope, whether limited to a specific territory or extended across multiple jurisdictions.
- **Determine the Number of Times the Work can be Transferred to the Public**  
The contracting parties must agree on the number of performances and the duration of public presentation of the work.
- **Determine Means of Public Performance and Transfer to People**  
The parties are required to define the methods of communicating the work to the public, which may include live performance, stage presentation, public exhibition, broadcasting in all its forms, or television transmission.

### • Contract Scope

The contracting parties must define whether the agreement covers the work in whole or in part, including its duration, mode of exploitation, import and export rights, and any assignment or waiver of rights to third parties.

### • Waiving Rights to Others

The parties may agree on the transfer or waiver of financial rights to third parties, such as performers, impresarios, or other entities involved in public performance, depending on their mutual agreement.

### • Limiting Contract Period

The duration of the contract must be clearly specified by both parties, in accordance with their mutual interests and the agreed terms.

### • Contract Interpreting and Dispute Solving

The parties must agree on the applicable law governing the contract, the jurisdiction responsible for its interpretation, and the mechanisms for dispute resolution, including competent courts, mediation, or arbitration.

### • Contract Breaching and Failure to Respect Its Terms

The parties have the right to predefine compensation and indemnity in the event of breach of contract by either party, including reference to the competent court and applicable law governing enforcement.

### • Verifying Public Performance Contract

Verification refers to the presentation of evidence before a court using legally recognised methods to establish the existence of a disputed matter that may affect the outcome of the case.

## 4.8 Second Requisite: Legal Nature and Forms of Public Performance Contract

The public performance contract is among the contracts of an indefinite nature, characterised by specific features linked to the author's right to commercially exploit their work. In such arrangements, the author or a group of authors agrees with impresarios to provide a work for presentation within a defined scope for purposes of exploitation. Under this contract, the author or group of creators authorises impresarios to commercially exploit the work while retaining entitlement to financial returns arising from its use. This arrangement is lawful and reflects the specific nature of the author's economic rights. It also differs from other contracts due to its unique characteristics related to works intended for public performance. This will be addressed as follows:

First Branch: Characteristics of Public Performance Contract

Second Branch: Characteristics of the Work Intended to be Publicly Performed

### 4.8.1 First Branch: Characteristics of Public Performance Contract

This type of contract shares certain features with other contractual arrangements, yet it is distinguished by specific qualities related to works intended for public communication. It possesses both general and special characteristics, which will be outlined as follows:

#### 4.8.2 Indefinite Contract

The public performance contract is among those contractual forms for which the Jordanian legislator has not provided specific regulation within the Law on the Protection of Copyright and Related Rights. It is considered a relatively modern type of contract in comparison with other commercial agreements. Historically, performers' works were not subject to legal protection. However, the Rome Convention of 1961 introduced protection for performers, particularly in relation to performances communicated through direct broadcasting and similar forms of public transmission [25]. Subsequently, national legal systems recognised performers' entitlement to exploit these rights through public performance contracts. The study further examines the WIPO Performances and Phonograms Treaty of 1996, which provides protection for performers as well as producers of sound recordings. [26] The Jordanian legislator did not enact any independent laws related to this contract.

#### 4.8.3 Consensual Contract

The public performance contract is one of the agreements concluded between the author, performers, or impresarios upon the exchange of offer and acceptance. It does not require any specific formal method for its formation, as it governs all legal consequences without being subject to a particular contractual form. The Jordanian legislator requires that such a contract be in writing; however, this requirement serves an evidentiary function rather than a constitutive one, meaning it is intended for verification purposes and not for the validity of the contract itself. In contrast, Lebanese legislation on the protection of literary and artistic property stipulates that the written form is mandatory, and non-compliance results in the contract being deemed void.

### 4.8.4 Contract Binding for Both Parties

This contract is a bilateral (reciprocal) agreement that creates binding obligations for both parties. In the event that either party fails to fulfil its contractual duties, legal consequences may arise, including the potential termination or invalidation of the contract.

### 4.8.5 Netting Contract

The public performance contract is one of the netting contracts in which each party is paid for what he offers: the author is paid for exploiting the work agreed upon, and the impresarios are also paid for presenting the work to the public.

### 4.8.6 Time – Range Contract

The public performance contract is among those agreements in which the duration of exploitation must be specified. Article (13/A) of the Jordanian Law on the Protection of Copyright and Related Rights provides that the disposal of financial exploitation rights requires the determination of the time period for which the work is to be exploited. [22] The Jordanian legislator does not explicitly regulate the time frame of the contract in cases where the parties fail to specify it, whereas Lebanese legislation establishes a fixed duration of ten years. Defining both the contractual duration and the number of performances is essential, as this type of contract is continuous rather than instantaneous in nature. It may be performed repeatedly or require extended periods for execution and implementation.

## 4.9 Personal Contract

When concluding the contract, the personal element is of particular importance in relation to the commercial exploitation of the original work. In certain cases, neither the author, performers, nor impresarios may assign or delegate the contract to third parties without the mutual consent of the contracting parties.

## 4.10 Contract of a Commercial Nature

The public performance contract is commercial in nature, as it permits the presentation of works for financial exploitation while simultaneously contributing to the dissemination of culture and knowledge. It therefore falls within the scope of commercial exploitation of intellectual property rights.

## 4.11 Second: Characteristics of the Work Transferred to Public Performance

The work intended for public performance satisfies the objective and formal requirements applicable to performers' works, as recognised under the relevant protection law. Such works are subject to financial exploitation in accordance with the public performance contract, whereby economic value is legally transferred. These rights are not subject to prescription; however, they may be subject to attachment and transfer. The characteristics of such works are outlined as follows:

### 4.11.1 Juridical Transferred Work

This refers to a work communicated to the public through public performance, meaning any work that is directly or indirectly made available to the public by any means. Its purpose is to establish a communicative link between the work and the audience through the activities of performers such as actors, singers, musicians, dancers, and other individuals engaged in artistic performance, as well as folkloric expressions. Such works are conveyed to the public through communication, telecommunication, digital technologies, and sound recording systems, thereby enabling access at a time and place chosen by the public or determined by the performance context. [27]. This constitutes a financial and transferred juridical right, for this work is the outcome of an innovative and creative idea with commercial value. "The jurisprudence of commercial law generally considers patent rights juridical and transferable. [28]. Article (71/A) of the Jordanian civil law considers juridical rights a response to a non-material thing. [29] "Because author's right is dual, financial and juridical rights with a special nature with two aspects: material and juridical are transferrable." [30]

### 4.11.2 The Right to Public Performance is Temporary and Expires within a Certain Period

The WIPO convention on performance and audio-recording no. 1996 specified the protection period given to performers for (50) years, at the end of the year in which that performance was fixed through an audio-recording, according to article (17/1) [31]. Article (14) of the Rome Agreement stipulates that legal protection of performance extends to (20) years [32]. National laws differ in specifying the legal protection period for performers.

### 4.11.3 Prescription

The right of performers to transfer and exploit their works does not lapse through prescription. This right is also not acquired by mere passage of time, as it is limited in duration under international agreements, conventions, and national legislation. Accordingly, when concluding a contract for the financial exploitation of performers' works, the remaining term of protection must be taken into account. Public performance impresarios cannot claim any acquired or permanent right over the work solely on the basis of a contract for the exploitation of its financial rights.

### 4.11.4 Sequestration Liability of Works of Public Performance

As the transferred work under a public performance contract constitutes a juridical and transferable asset, it may be subject to sequestration in cases where creditors have enforceable claims arising from it. Such contracts provide a financial guarantee for the artist and author, ensuring entitlement to remuneration either through a share of revenues or agreed compensation.

### 4.11.5 Disposability of the Transferred Work of Public Performance Contract

The public performance of a transferred work represents a juridical and monetisable asset that may be commercially exploited under contract. This exploitation occurs through its communication to the public in exchange for financial consideration, whether in the form of a fixed payment or a share of generated revenues. As it is money, "it can be disposed of by all legal means such as sale, mortgage, grant, leasing, licensing, inheritance and will. "This is what clause (A) of article (13) of Jordanian law of protecting authors and related rights stipulates [33].

## 4.12 Second Branch: Forms and Types of Public Performance Contracts

There are various forms of public performance contracts concluded between performing artists and impresarios. These forms differ according to the nature of the work, particularly in light of the expansion of modern technological methods used to communicate works to the public. Such contracts may take the form of a standard contract, partnership-based agreement, sales contract, theatre production contract, lease agreement, or distribution contract. Authors of plays, film directors, composers of musical scores, or individuals who integrate lyrical elements into works communicate their creations through musical performance, composition, acting, and theatrical presentation. These contractual forms are outlined as follows:

### 4.13 First: Types of Public Performance Contracts

#### 4.13.1 Public Performance as a Proper Contract

In this type, the authors conclude a contract with impresarios by which the latter presents the public performance agreed upon to the public in exchange for a certain percentage of the revenue. Article (780) of the Jordanian civil law of the proper contract stipulates, "This is a contract whereby one party undertakes to place something or perform work in exchange for a price promised by the other party. [34] It is a consensual contract binding on both parties. Under this arrangement, the performing artist delivers the work to the impresario for public presentation in accordance with their agreement, in return for financial remuneration proportional to the revenue generated from the public performance, while retaining the artist's financial and moral rights. An example is a theatrical production, where the artist agrees with the theatre owner to perform a literary work on stage, with the understanding that the owner bears the production expenses and the revenue is distributed in an agreed percentage between the parties.

#### 4.13.2 2- Public Performance Contract Concluded as a Sale Contract

Under this form of contract, the performance artist assigns the financial rights of the work to the impresario without limitation, allowing the

work to be performed or presented to the public for an unspecified period in exchange for a lump-sum payment or instalments agreed between the parties. The performer retains moral rights in all cases; however, any further disposal beyond the agreed terms is considered void.

#### 4.13.3 3- Partnership Contract

In this type of arrangement, the performance artist and the impresario jointly exploit the financial rights of the work, sharing both responsibility for production and associated costs. Profits and losses are distributed between the parties according to an agreed percentage.

#### 4.13.4 4- Lease Contract

Under a lease-type public performance contract, the performance artist grants impresarios the right to use original works, copies of audio recordings, or films for commercial exploitation within the limits set by the contract, in exchange for a fixed payment or a percentage of revenue for a specified period.

## 4.14 Second: Methods of Public Performance Agreed Upon in the Contract

Public performance methods vary depending on the form and nature of the work specified in the contract. Both parties must determine and agree on the manner in which the work will be communicated to the public, whether it originates from the author's rights or related rights. The mode of communication, whether direct or indirect, may take several forms, including public recitation, musical performance, stage acting, public exhibition, or the broadcasting of speech and images through telecommunication technologies, including amplification systems or television screens installed in public spaces. [35] Article (11/1) of the Berne Agreement stipulates that "playwrights and musical plays have the right to perform their works publicly by all means and methods." [36]

Article (4/2) of that agreement also stipulates that the author's rights include "basic rights that secure his financial interests which encompass the sole right to license through copying by any means via stage acting or public performance." [37] From the preceding provisions and legal frameworks, it may be concluded that the methods of communicating works to the public are diverse. The performer and impresario may mutually agree on the mode of public dissemination according to the nature and form of the work, as follows:

### 4.15 Public Performance and Recitation

This method involves the oral transmission of literary or artistic works, such as poetry and prose, through amplification systems, broadcasting, or television. It is often referred to as direct performance and may occur in several ways:

1- The performer presents the work directly before a live audience, either in a studio setting or a public venue, with simultaneous or subsequent transmission via broadcasting stations or television screens in public spaces, allowing wider audiences to view the performance. The work may also be performed directly in venues where the audience is physically present.

#### 4.15.1 Musical Performance and Public Presentation

In this context, the performer executes musical works publicly, which may include both instrumental execution and vocal performance, falling within the scope of public performance and recitation.

#### 4.15.2 Public Presentation

This refers to the communication of cinematographic works, including their presentation in theatrical or stage settings, often accompanied by musical scores or soundtracks. Such works may be performed, exhibited, or recited depending on their nature.

#### 4.15.3 Acting Performance

This involves the direct stage performance of dramatic works before an audience, including accompanying elements such as music and dance. It may also be communicated through broadcasting or television transmission for wider public access.

#### 4.15.4 Broadcasting and Television Transmission

Through these means, musical works, theatrical productions, films, and audio-visual content are communicated to the public via radio, television, or similar transmission technologies. [38] Specific conditions must be satisfied for a work to be communicated to the public through public performance, as follows:

- **To be Performed Publicly:** The performance must take place in a setting accessible to the public, allowing audience members to view or attend it, typically in exchange for payment. Private gatherings such as family meetings or school events are excluded, as the determining factor is the nature of access rather than the physical location. Accordingly, if a gathering is open to the public, the performance is considered public; however, if access is restricted and private, it does not constitute a public performance.
- **Free Entry for the Public:** Public performance in a public venue remains subject to the author's rights, although this does not negate the right to fair remuneration. It is not permissible to exploit the author's work for charitable or free access purposes without appropriate compensation, although the author may choose to be flexible in determining the level of remuneration for such performances.

### 4.16 Second Topic

#### 4.16.1 Effects of Public Performance Contract and Termination of Contractual Bond

In the Jordanian Law on the Protection of Copyright and Related Rights, the legislator regulates the rights and obligations of both parties in public performance contracts with respect to the financial exploitation of works, regardless of their nature. The author retains the right to exploit the work through various contractual arrangements concluded with impresarios, subject to agreed terms that define the obligations of each party. This topic is divided into two main parts: the first addresses the legal consequences arising from the public performance contract, while the second examines the termination of the contractual relationship, as follows:

#### 4.17 First Requisite

##### 4.17.1 Legal Consequences of the Public Performance Contract

Under Jordanian law on the protection of copyright and related rights, the author assumes several obligations towards impresarios to ensure the proper exercise of public performance rights. In accordance with the contract, the author is required to fulfil duties such as delivering the agreed work, transferring the relevant rights, providing warranties, and completing any required deposit procedures. On the other hand, the impresario who exploits the work is obligated to pay the agreed remuneration, utilise the work within the limits of the contract, and refrain from infringing the author's moral rights. These obligations are discussed as follows:

##### 4.17.2 First: Obligation of the Copyright Holder

The author is bound by several obligations under the contract, including the following:

##### 4.17.3 Obligation to Deliver the Work to Impresarios

In accordance with the terms of the contract, the author is required to deliver the work to the impresario after agreeing to its publication and communication to the public. This enables the impresario to perform or present the literary or artistic work within the agreed period. In the event that the author fails to deliver the work within the stipulated time, the impresario is entitled to request specific performance of the contract or seek its termination. General laws of the Jordanian civil law in article (246) stipulate that "The contract has to be implemented immediately or else, be revoked and indemnified." [39] The author may consider that assigning or transferring the work to the impresario could adversely affect his reputation and expose him to legal scrutiny or public criticism due to the ideas contained within the work. In such circumstances, the author may choose to refrain from waiving the work in order to protect his moral and legal standing.

In this regard, the researchers opine that the author may have the right to withdraw from the waiver, perform the contract in kind, and refuse to deliver the work. "The author has the right not to deliver the work to the contractees because of its negative repercussions on the author, who also has the right not to deliver it to the publisher if not completed. This is left to the judiciary to decide whether the work is completed or not." [30] The author cannot be forced to implement the work in kind by the impresario who undertakes to obtain the original work forcibly. "This contradicts with

the ethical right of the author to abandon his right to publish the work if he sees that his reputation will be hurt, or his conscience requires him to do so." [35]

However, what is the legal ruling in relation to the author's refusal to deliver the work to the impresario on the grounds that the work may harm his reputation, requires modification, or contains political ideas that could expose him to persecution? Similarly, the author may not avoid performance of the contract in order to conclude a new agreement with another impresario under more favourable terms. In response to this issue, the author has no valid justification for refusing to deliver the work on such grounds. If he enters into another contract with a different impresario in violation of the first agreement, the initial impresario is entitled to demand specific performance (in-kind execution) or termination of the contract. Furthermore, the impresario may claim compensation for any material damage suffered as a result of the breach. "The author is not allowed to exploit the right to abandon publishing as an excuse for breaching the contract to conclude a more lucrative bargain with another impresario." [35]

##### 4.17.4 Commitment to Warranty

In accordance with the public performance contract, the author is obliged not to personally exploit the work by communicating it to the public, nor to assign the right of public performance to another impresario through a subsequent contract, unless the agreement expressly provides otherwise. Any such conduct would constitute a breach of contract and may cause prejudice to the other contracting party. The Egyptian legislator, in article (37), stipulates, "The author must refrain from doing any action that would hinder the use of the right assigned to him" [40]. Therefore, the author refrains from doing anything, by himself or through others, that would prevent the contracting parties from exploiting the work in a natural way. [41]

The author is not entitled to produce a new work with the same title and substantially identical content for public performance, nor to use such means to circumvent the original contracting party or reassign rights that have already been waived under the contract, as this would infringe upon the rights of the other party. If the author transfers the same rights to another impresario after concluding a valid contract with a different impresario, the original impresario is entitled to claim compensation for both material and legal damages arising from such breach. Accordingly, the author is obliged to guarantee the impresario the right to public performance, including the communication and exploitation of the work to the public in accordance with the agreed contractual terms. He also has to respect any right agreed upon in the contract and protect it even from the author himself "by creating a new work with another author." [30] The author is required to guarantee the proper execution of the contract in good faith and in an unequivocal manner, ensuring that the work will not be imitated or unlawfully reproduced by others. The author must also take legal action against any infringement of the rights agreed upon in the contract.

##### 4.17.5 Commitment to Deposit the Work

The author is obliged to deposit the work with the national library, which provides legal assurance to both the author and the impresario that the work is original and innovative. This deposit also serves as evidence of ownership and helps protect the work from infringement, thereby safeguarding the rights of both parties.

##### 4.17.6 Commitment not to Violate the Literary Rights of Impresarios

The author must respect and protect the literary rights of the impresario arising from the public performance contract, particularly in relation to modification, presentation, or attribution of the work, ensuring that such rights are not infringed.

### 4.18 Second: Commitments of Impresarios or Public Performance Organisers

Impresarios or public performance organisers are required to comply with the contractual terms and ensure the transfer of the work to the public and its financial exploitation in accordance with the agreement. They must also respect the conditions relating to duration, place, scope, remuneration, and all other contractual provisions related to legal protection and exploitation of the work. Obligations of impresario can be outlined in the following:

##### 4.18.1 Delivering and Transferring the Work to the Public

The impresario is obliged to present and communicate the work to the public in accordance with the agreed method, type of contract, duration,

and scope. The performance may be delivered through public recitation, musical performance, acting, public exhibition, broadcasting, or television transmission. The impresario must utilise appropriate means and technologies to ensure the direct or indirect communication of the work to the public. Article (11/1) of the Berne Agreement stipulates that the playwrights and musical playwrights "have an exclusive right to publicly perform their works including theatre acting and public performance by all methods and means." [36]. In addition, Article (4/2) of the Geneva Agreement regarding the author's copyright stipulates that: "Essential rights that guarantee protecting author's financial interests including his right to license and copy by all means through acting and public performance must be included." [42]

### 4.18.2 Commitment to Exploitation

The primary objective of the public performance contract is the financial exploitation of the work alongside the dissemination of knowledge, cultural value, and public entertainment, thereby serving broader social interests. Impresarios and public performance organisers are required to ensure continuous exploitation of the work through its communication to the public in order to achieve commercial benefit. In doing so, they may utilise mass media and promotional tools to publicise the work and clarify its methods of performance, venues, and all other aspects related to its public transmission.

### 4.18.3 Paying the Agreed-Upon Compensation to the Author

As contracting parties, impresarios or public performance organisers are obliged to pay the agreed remuneration in accordance with the contractual terms and within the stipulated time period. The payment of profits may take the form of a lump-sum amount or a percentage-based share, depending on the agreement between the parties. Under Jordanian copyright and related rights law, claims made by the author in respect of his financial rights are treated as preferential (priority) debts, as provided for in Article (49) of the same law. [43]

### 4.18.4 Respect for the Author's Moral Right

Impresarios and public performance organisers are required to respect the author's moral rights by acknowledging the author's name during public performance, properly attributing the title of the work, refraining from making any alterations during its presentation, and ensuring that the work is not used for purposes beyond those agreed upon in the contract. "It is not permissible to make any modification to the work to be published by deletion or addition without a prior permit from the authors." [35] The author is the only one with the right to modify, delete, or add because this is his right, which nobody can practice unless otherwise agreed upon.

### 4.18.5 Contract Execution in Compliance with the Agreed-Upon Duration, Place, and Scope

Impresarios are required to comply with the contractual terms relating to the timing of performances, methods of presentation, instruments and technologies used, venues of performance, the country or countries designated for presentation, mechanisms of control, number of daily performances, fees collected from performances, any free performances, and the overall framework governing the presentation of the work.

### 4.18.6 Refraining from Giving a Right to Public Performance and Public Transfer to Another Impresario

Neither impresarios nor public performance organizers have the right to transfer the right given to them to others unless agreed upon with the author.

### 4.18.7 Repulsing Any Infringement of Public Performance

Article (46) of the Jordanian Law on the Protection of Copyright and Related Rights stipulates that any person who acquires the right of public performance is entitled to prevent any infringement affecting the work covered by the agreement. In accordance with the relevant provisions of the law, the holder of this right may also take the necessary legal measures provided under Articles (5), (9), and (23) in order to claim compensation for damages arising from such infringement. [44].

## 4.19 Second Requisite

### 4.19.1 Expiration of Contractual Bond

Contracts may come to an end for several reasons, including the expiry of the contractual period, the achievement of the purpose for which the contract was concluded, or termination due to natural or legal causes such as non-performance by one of the parties or force majeure events. In all cases, neither party is permitted to unilaterally breach or disregard the contract outside the legally or contractually recognised grounds for termination. Article (241) of the Jordanian civil law stipulates "If the contract is correct, no party can modify, withdraw, or breach it without mutual consent, litigation, or legal provision." [45] Like other contracts, the public performance contract expires for several reasons: expiration of the limited period, the accomplishment of objectives, or termination, which can be comprehensive, affecting the contractual bond of past and future, or the future only. The termination might be partial and exempt the debtor from some obligations. [46]

The right of return and renunciation may be exercised voluntarily by either contracting party. The contract may also come to an end through the transfer of the author's copyright ownership to third parties, including impresarios or public performance organisers, a situation referred to as a trust arrangement. The parties may mutually agree to terminate the contractual relationship, or it may be dissolved by operation of law where one party fails to fulfil its contractual obligations. Furthermore, the contract may be terminated by law in cases where performance becomes impossible due to external circumstances, such as force majeure. The termination of the contractual relationship produces legal effects that differ depending on the manner in which the contract is brought to an end.

### 4.19.2 First: Expiry of Public Performance Contract

The public performance contract terminates after exploiting what was agreed upon by impresarios or organizers of that contract, whether it was limited in time or the number of work performances. However, the two parties can agree to renew it or continue with the contractual bond.

### 4.19.3 First: Expiry of the Original Public Performance Contract

The contract expires in two cases: the first is when the specified time of the contract or number of performances and transfer to the public elapses; the second is when the parties agree to renew it and persist with the contractual bond.

#### • Public Publication Expires in Two Cases

When the agreed-upon specified time or number of times expires.

The parties may agree on the contract duration or the transfer of the work to the public several times. The contract expires either at the end of that period or by selling the work permanently to impresarios or organizers in exchange for a random amount of money.

#### • Renewal of Public Performance Contract

At the expiry of the contract, the parties might agree to renew the contractual bond right after expiration or upon renewal without any changes. In this case, they agree on the new period for consensual renewal or according to the number of times presented to the public with the same terms or additional ones they agree upon.

## 4.20 Second: Annulment and Break Up

The public performance contract is binding to both parties. If any of the parties fails to meet his obligations, the other party, after notifying the debtor, can ask for contract implementation or termination. This is stipulated in article (246) of the Jordanian civil law. [39] The preceding provision indicates that the following conditions must be met for termination (annulment) of the contract:

1. The contract must be of a reciprocal nature.
2. The party requesting annulment must not be in default of its own contractual obligations.
3. The other party must have failed to fulfil its obligations.

In such cases, annulment is affected either by a judicial ruling issued by the competent court, or by mutual agreement between the parties. The contract may also be considered terminated where one party fails to perform its obligations or due to force majeure, in accordance with Article (247) of the Jordanian Civil Code. [47]

### "Annulment of Public Performance

Whenever either party to the contract fails to fulfil their contractual obligations, the contract may be terminated. Such termination may occur through a judicial ruling, by operation of law, or by mutual agreement between the contracting parties.

### 4.20.1 Contract Legal Annulment

Article (246/A) of the Jordanian civil law stipulates that legal

annulment occurs whenever one party fails to meet his obligations toward a public performance contract. [48] The other party must notify him of failing to implement his obligations. In exceptional cases, the judge may give the debtor a reasonable time to fulfil his obligations. This is left to the discretionary authority of the judge.

#### 4.20.2 Consensual Annulment

This type of termination is enforced where it has been expressly agreed upon in the contract, as provided under Article (245) of the Jordanian Civil Law. In such circumstances, the judge's discretionary authority is restricted; he is not empowered to grant the debtor additional time or to order performance of the obligation. His role is limited to verifying whether the conditions for termination have been satisfied. Accordingly, the judicial decision in this context does not itself initiate termination but merely confirms its occurrence. [49]

#### 4.20.3 Break Up of Public Performance Contract

This contract breaks up whenever one party fails to implement it due to force majeure or an external power. Article (247) of Jordanian civil law stipulates, "If a force majeure makes implementation of the contract impossible, the corresponding obligation breaks up by itself." [47]

##### Third: Effects of the Demise of Contractual Bond

Article (248) of Jordanian civil law stipulates, "If the contract terminates or breaks up, contractors go back to the situation before contracting, but if that is impossible, an indemnity ruling shall be imposed." [50] The preceding legal provision indicates that, whether termination of the contract is judicial, consensual, or statutory, the legal effect is retroactive restitution of the parties to their original position. This does not merely restore the situation as of the time of termination, but extends back to the moment of contracting, thereby affecting both past and future legal consequences, with the contract treated as though it had never been concluded. Accordingly, the parties are returned to their pre-contractual position: the author is required to refund any remuneration received for the performance, while the impresario and organisers must return the work to the author and each party is entitled to claim compensation for expenses incurred. Where the contract has granted rights to third parties, the right of annulment may be waived by the contracting party, either expressly or implicitly, in accordance with general legal principles. Furthermore, the right to bring an annulment claim is time-barred if fifteen years have elapsed from the date on which the right arose.

## 5. Conclusion, Results, and Recommendations

### 5.1 Conclusion

This study examines the legal regulation of public performance contracts within the framework of authors' copyright and related rights, in accordance with the applicable legal provisions. Despite its practical significance, this topic has not been sufficiently addressed in academic literature. Public performance contracts play an important role in the dissemination of knowledge and culture across societies, thereby promoting intercultural communication and the exchange of artistic expression. From a broader perspective, the effective regulation of these contracts contributes to enhancing the economic security of authors and performers by ensuring the fair exploitation of their works and preventing unauthorised use. At the same time, it strengthens cultural security through the protection of creative productions and the preservation of cultural identity in the context of rapid technological advancement. As technological developments continue to expand the modes of public performance, the establishment of clear and adaptable legal frameworks becomes essential not only for safeguarding intellectual property rights but also for supporting cultural expression and reinforcing human security in its economic and cultural dimensions.

### 5.2 Results

The results of the study are as follows:

- The Jordanian legislator has not explicitly addressed public performance as a distinct legal concept, nor has it established specific rules governing it within the Law on the Protection of Copyright and Related Rights.
- Both the Jordanian legislator and other national legal systems tend to limit public performance rights primarily to performers, whereas in reality public performance constitutes a right that also extends to original authors, owners of derivative works, and holders of related rights.
- Scholarly references on this subject remain limited, and performer-

related rights represent an evolving area that requires clearer legal regulation and protection.

- Public performance plays an important role in the dissemination of culture and knowledge among nations, in addition to serving purposes of entertainment and recreation.
- The essential elements of a public performance contract should clearly define the rights and obligations of both parties, including the duration of the contract, its scope, place of implementation, financial remuneration, and the timing and frequency of public presentations for purposes of lawful exploitation.

### 5.3 Recommendations

The researchers offer the following recommendations:

- Enact legislation to regulate public performance contracts, including a requirement for written form, and clearly define their essential and secondary elements as well as their specific characteristics.
- Recognise the right of the original author to conclude public performance contracts with impresarios, as this right also extends to public performance. This recognition should also extend to owners of derivative works, such as musicians, developers, and other related rights holders.
- Clarify and regulate the various forms, methods, and contemporary manifestations of public performance in light of modern technological developments.
- Provide for free public performances in certain contexts, such as for persons with disabilities, private events, schools, and universities.
- Protect the rights of performers and impresarios through the establishment of collective management organisations responsible for administering and regulating such contracts in a manner that serves the interests of both parties.

## References

- [1] Lutfi K. Scientific reference for literary and artistic property in light of jurisprudence viewpoint and legal ruling. [place unknown]: [publisher unknown]; 1992.
- [2] Masaudi S. The economic right of the author under Algerian and comparative law [master's thesis]. Algiers: University of Algiers; 2016.
- [3] Bani Taha AIM, Al-Musaada NAH. Legal protection of performers' rights: a comparative study. Dirasat: Sharia and Law Sciences. 2009;36(1):156–170.
- [4] Barawi H. Related rights closer to author's rights: a comparative study between Islamic jurisprudence and man-made law. Cairo: Dar Al-Nahda; 2005. p. 6.
- [5] Jeelani A. Crises of intellectual property rights. [place unknown]: Dar Al-Khaldoneyah for Publishing and Distribution; 2012. p. 41.
- [6] Lebanese Law on the Protection of Literary and Artistic Property No. 75 of 1999, Art. 1.
- [7] Rabah G. The new law of protecting intellectual and artistic property: a comparative study. 1st ed. [place unknown]: [publisher unknown]; 2001. p. 387.
- [8] Ahmed B. Legal protection of authors and related rights in Algerian and international legislations. [place unknown]: [publisher unknown]; 2015. p. 35.
- [9] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992 and its amendments, Art. 2.
- [10] Idris F. Author's and related rights. Ben Aknoun: University Publications; 2008. p. 165.
- [11] Juneiman L. Public performance in academic libraries [Internet]. George Mason University; [cited n.d.]. Available from: <http://conference.ifla.org/ifla77>
- [12] Rome Convention. International convention for the protection of performers, producers of phonograms and broadcasting organizations. Rome; 1961 Oct 26.
- [13] WIPO Performances and Phonograms Treaty. Geneva; 1996. Art. 2.

- [14] Gulf Business Publishing. Literary rights [Internet]. Available from: <https://gulfbpg.com/ar/faqliterary-rights/>
- [15] Himsi A. Intellectual property rights: author's copyright and related rights: a comparative study [Internet]. [cited n.d.].
- [16] TRIPS Agreement. Art. 11.
- [17] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992, Art. 13.
- [18] Jordanian Civil Law No. 43 of 1976, Art. 43.
- [19] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992, Art. 14.
- [20] Innovation concept in copyright law.
- [21] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992, Art. 2 (definition of fixation).
- [22] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992, Art. 13(A).
- [23] Lebanese Law No. 75 of 1999 on the Protection of Literary and Artistic Property, Art. 17.
- [24] Jordanian Law on the Protection of Copyright and Related Rights No. 22 of 1992, Arts. 12–13.
- [25] Rome Convention. 1961.
- [26] WIPO Convention. 1996.
- [27] Jordanian Law on the Protection of Copyright and Related Rights, Art. 2.
- [28] Fatlawi S. Exploiting patent right [master's thesis]. Baghdad; 1977.
- [29] Jordanian Civil Law No. 43 of 1976, Art. 71(A).
- [30] Abu Bakir M. Authors' copyright in law. [place unknown]: Dar Mijhed; 2008. p. 41.
- [31] WIPO Convention. 1996. p. 17.
- [32] Rome Convention. 1961. p. 14.
- [33] Jordanian Law on the Protection of Copyright and Related Rights, Art. 13(A).
- [34] Jordanian Civil Law, Art. 780.
- [35] Sanhoury A. Al-Waseet fi sharh al-qanun al-madani. Cairo: Dar Ihya al-Turath; 1967. p. 337.
- [36] Berne Convention for the Protection of Literary and Artistic Works. Geneva; 1998. Art. 11(1).
- [37] Geneva Convention. Art. 4(2).
- [38] Forms of direct performance in copyright law.
- [39] Jordanian Civil Law, Art. 246.
- [40] Egyptian Law on the Protection of Copyright, Art. 37.
- [41] Lutfi M. Public performance right of musical works: a comparative study. Cairo: Egyptian General Book Authority; 1987. p. 265.
- [42] Geneva Convention. Art. 11(1).
- [43] Jordanian Law on the Protection of Copyright and Related Rights, Art. 49.
- [44] Jordanian Law on the Protection of Copyright and Related Rights, Arts. 5, 9, 23, 46.
- [45] Jordanian Civil Law, Art. 241.
- [46] Sultan A. Sources of obligations in the Jordanian civil law: a comparative study with Islamic jurisprudence. Amman: Dar Al-Thaqafa for Publishing and Distribution; 2005. p. 250.
- [47] Jordanian Civil Law, Art. 246.
- [48] Jordanian Civil Law, Art. 246(A).
- [49] Jordanian Civil Law, Art. 245.
- [50] Jordanian Civil Law, Art. 248.